



PATENT
ATTORNEY DOCKET NO. 50320/002004

Certificate of Mailing: Date of Deposit: June 13, 2006

I hereby certify under 37 C.F.R. § 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Holly Wandel
Printed name of person mailing correspondence

Holly Wandel
Signature of person mailing correspondence

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Jeffrey A. Hubbell et al.	Confirmation No.:	5598
Serial No.:	10/715,867	Art Unit:	1651
Filed:	November 17, 2003	Examiner:	Deborah K. Ware
Customer No.:	21559		
Title:	BIODEGRADABLE MACROMERS FOR THE CONTROLLED RELEASE OF BIOLOGICALLY ACTIVE SUBSTANCES		

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. §§ 1.321 and 3.73(b)

Pursuant to 37 C.F.R. § 1.321(b), Azopax Therapeutics LLC, the assignee of the entire right, title, and interest in the above-captioned application, seeks to disclaim the terminal portion of the term of the patent to be granted on the application. This terminal disclaimer is binding on the grantee and its successors or assigns.

Pursuant to 37 C.F.R. § 1.321(b)(1), this terminal disclaimer is signed by an attorney of record.

Pursuant to 37 C.F.R. § 1.321(b)(2), Azopax Therapeutics LLC hereby waives and disclaims the terminal portion of the term of the entire patent to be granted upon the application subsequent to the expiration date of U.S. Patent No. 6,703,037. Azopax Therapeutics LLC does not disclaim any terminal part of any patent granted on the application prior to the expiration date of the full statutory term of U.S. Patent No. 6,703,037 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title as stated above.

Pursuant to 37 C.F.R. § 1.321(b)(3) and § 3.73(b), the undersigned attorney/agent of record certifies that Azopax Therapeutics LLC, a corporation, is the assignee of the entire right, title, and interest in the application by virtue of:

A chain of title from the inventors of the application to the current assignee as follows: from the inventors of the application TO INFIMED, INC.; from INFIMED, INC. TO INFIMED THERAPEUTICS, INC.; from INFIMED THERAPEUTICS, INC. TO PELIAS TECHNOLOGIES, INC.; from PELIAS TECHNOLOGIES, INC. TO SHERWOOD PARTNERS, INC.; from SHERWOOD PARTNERS, INC. TO Azopax Therapeutics LLC. Copies of the assignments and change of name are enclosed.

The undersigned attorney/agent of record has reviewed all the documents in the

chain of title of the application and to the best of the undersigned's knowledge and belief, title is in Azopax Therapeutics LLC.

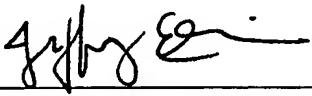
Pursuant to 37 C.F.R. § 1.321(b)(4), enclosed is a check for \$65.00 for the fee set forth in 37 C.F.R. § 1.20(d).

Further, pursuant to 37 C.F.R. § 1.321(c)(3), this terminal disclaimer is being filed to overcome a double patenting rejection in the application. Any patent granted on the application or any resulting patent subject to reexamination proceedings shall be enforceable only for and during such period that the patent is commonly owned with the application or patent that formed the basis for the rejection.

If there are any additional charges or any credits, please apply them to Deposit Account Number 03-2095.

Respectfully submitted,

Date: June 13, 2006



Kristina Bieker-Brady, Ph.D.
Reg. No. 39,109

Clark & Elbing LLP
101 Federal Street
Boston, MA 02110
Telephone: 617-428-0200
Facsimile: 617-428-7045

Jeffrey J. Ellison Reg. No. 51,649
for Kristina Bieker-Brady

ASSIGNMENT

For valuable consideration, we,

Full Name of Assignor	City	State (and Country if not USA)
Jeffrey A. Hubbell	Zumikon	Switzerland
Mark T. Kieras	Newburyport	Massachusetts
Eyal S. Ron	Lexington	Massachusetts
Stephen C. Rowe	Wellesley	Massachusetts

hereby assign to

Full Name of Assignee	State of Incorporation	Business Address
Infimed, Inc.	Massachusetts	767 C Concord Avenue Cambridge, Massachusetts 02138-1044

and to its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of one or more applications for United States Patent signed by us, identified as:

Title of Application	Filing Date	Serial Number
BIODEGRADABLE MACROMERS FOR THE CONTROLLED RELEASE OF BIOLOGICALLY ACTIVE SUBSTANCES	July 17, 1998	09/118,242

and we authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; this assignment includes said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our names or in its own name for patents, utility models, design registrations and like rights of exclusion, and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Zarid,
this 7 day of October, 1998

Jeffrey A. Hubbell L.S.
Jeffrey A. Hubbell

STATE OF _____:

:ss.

COUNTY OF _____:

Before me this _____ day of _____, 19____, personally appeared
Jeffrey A. Hubbell known to me to be the person whose name is subscribed to the foregoing Assignment,
and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein
contained.

Notary Public

Certification see reverse side

My Commission Expires:

[Notary's Seal Here]

IN WITNESS WHEREOF, I hereto set my hand and seal at Cambridge, MA,
this 6th day of September, 1998

Mark T. Kieras L.S.
Mark T. Kieras

STATE OF Middlesex: MA

:ss.

COUNTY OF Middlesex:

Before me this 6 day of Sept., 1998, personally appeared
Mark T. Kieras known to me to be the person whose name is subscribed to the foregoing Assignment, and
acknowledged that he/she executed the same as his/her free act and deed for the purposes therein
contained.

Nengsai X. O'Shea
Notary Public

My Commission Expires:

[Notary's Seal Here]

NENGSAI X. O'SHEA
Notary Public
My Comm. Expires Aug. 7, 2000

IN WITNESS WHEREOF, I hereto set my hand and seal at CAMBRIDGE, MA
this 16 day of September, 1998

Eyal S. Ron L.S.

STATE OF MA:

COUNTY OF Middlesex: ss.

Before me this 16th day of Sept., 1998 personally appeared
Eyal S. Ron known to me to be the person whose name is subscribed to the foregoing Assignment, and
acknowledged that he/she executed the same as his/her free act and deed for the purposes therein
contained.

Nengsai X. O'Shea
Notary Public

[Notary's Seal Here]

My Commission Expires:

NENGSAI X. O'SHEA
Notary Public
My Comm. Expires Aug. 7, 2000

IN WITNESS WHEREOF, I hereto set my hand and seal at Cambridge, MASS
this 16th day of September, 1998

Stephen C. Rowe L.S.

STATE OF Massachusetts

COUNTY OF Middlesex: ss.

Before me this 16th day of September, 1998 personally appeared
Stephen C. Rowe known to me to be the person whose name is subscribed to the foregoing Assignment,
and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein
contained.

Nengsai X. O'Shea
Notary Public

[Notary's Seal Here]

My Commission Expires:

NENGSAI X. O'SHEA
Notary Public
My Comm. Expires Aug. 7, 2000

INFIMED THERAPEUTICS, INC.

Certificate of Officer


The undersigned certifies that he is the President and Chief Executive Officer of InfiMed Therapeutics, Inc., a Delaware corporation (the "Company"), and that, as such, he is authorized to execute and deliver this Certificate in the name of and on behalf of the Company and further certifies as follows:

(a) That the Company was formerly known as "InfiMed, Inc." and that, on May 13, 1999, the Company changed its name from "InfiMed, Inc." to "InfiMed Therapeutics, Inc." by filing an Amended and Restated Certificate of Incorporation, as evidenced by a copy of a certificate from the Office of the Secretary of State for the State of Delaware, attached hereto as Exhibit A; and

(b) That subsequent to May 13, 1999 the Company filed a Second Amended and Restated Certificate of Incorporation, a true and complete copy of which is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have affixed my signature this ____ day of May, 2000.

INFIMED THERAPEUTICS, INC.


Stephen C. Rowe
President and Chief Executive Officer

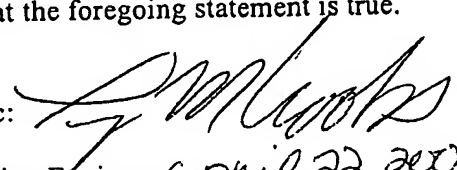
THE COMMONWEALTH OF MASSACHUSETTS

Middlesex
Suffolk County

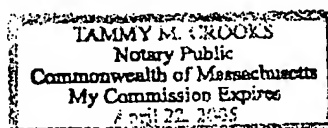
May 4, 2000

Personally appeared before me, the above named Stephen C. Rowe, as the President and Chief Executive Officer of InfiMed Therapeutics, Inc., a Delaware corporation, and made oath that the foregoing statement is true.

Notary Public:


My Commission Expires: *April 22, 2005*

Seal:



State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "INFIMED, INC.", CHANGING ITS NAME FROM "INFIMED, INC." TO "INFIMED THERAPEUTICS, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF MAY, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2846969 8100

991191357

AUTHENTICATION: 9750205

DATE: 05-18-99

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 11/13/2002
020700815 - 2846969

CERTIFICATE OF AMENDMENT
TO THE
FIFTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
INFIMED THERAPEUTICS, INC.

INFIMED THERAPEUTICS, INC., a Delaware corporation (the "Corporation"), hereby certifies, pursuant to Section 242 of the Delaware General Corporation Law (the "DGCL") that:

1. The Fifth Amended and Restated Certificate of Incorporation of Infimed Therapeutics, Inc. (the "Certificate of Incorporation") is hereby amended by striking out Article I thereof and by substituting in lieu of said Article the following new Article:


"ARTICLE I
Name

The name of the corporation is Pallas Technologies, Inc."

2. The amendment of the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Infimed Therapeutics, Inc. has caused this Certificate of Amendment to the Fifth Amended and Restated Certificate of Incorporation to be signed by its President and Chief Executive Officer this 13 day of November, 2002.

INFIMED THERAPEUTICS, INC.


Charles Abdalian
President and Chief Executive Officer

BEST AVAILABLE COPY

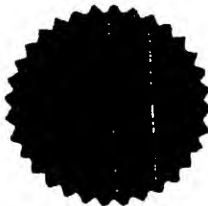
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "INFIMED THERAPEUTICS, INC.", CHANGING ITS NAME FROM "INFIMED THERAPEUTICS, INC." TO "PELIAS TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF NOVEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2088870

DATE: 11-14-02

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020700815

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ASSIGNMENT

THIS ASSIGNMENT, is made this 4th day of December, 2002, by and between Pelias Technologies, Inc. (f/k/a InfiMed Therapeutics, Inc.), a Delaware corporation, with a principal place of business at 767 C Concord Avenue, Cambridge, Massachusetts 02138 (the "Assignor") and Sherwood Partners, Inc., a California corporation, with a principal place of business at 1849 Sawtelle Boulevard, Suite 543, Los Angeles, California 90025 (the "Assignee").

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor. In the event that all administrative expenses and all creditor claims are paid in full, Assignee shall distribute any remaining funds to equity holders in Assignor in accordance with the liquidation priority rights of the equity holders.

Assignee is also authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to

deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets include, without limitation, all intellectual property rights of the Assignor (for example, trade names, service names, registered and unregistered trademarks and service marks and logos; Internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and all software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

(continued on next page)

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Tax I.D. Numbers:

Federal # 04-3406498
State # 04-3406498

Assignor:

Pelias Technologies, Inc. (f/k/a Infimed Therapeutics, Inc.), a Delaware corporation

By: 

Its: Joe DiMarco

Assignee:

Sherwood Partners, Inc., a California corporation

By: _____

Its: _____

ASSIGNMENT

For valuable consideration, SHERWOOD PARTNERS, INC., acting solely as assignee for the Benefit of Creditors of Pelias Technologies, Inc. (hereafter "SHERWOOD"),

Full Name of Assignor	State of Incorporation	Business Address
SHERWOOD PARTNERS, INC., acting solely as assignee for the Benefit of Creditors of Pelias Technologies, Inc.	California	1849 Sawtelle Blvd. Suite 543 Los Angeles, CA 90025

hereby assigns to Azopak Therapeutics LLC,

Full Name of Assignee	State of Incorporation	Business Address
Azopak Therapeutics LLC	Delaware	1 Chatham Circle Wellesley, MA 02481

and to its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title, and interest throughout the world in the inventions and improvements, together with the right to sue and recover for past, present, and future infringements thereof, which are subject of one or more patents or patent applications, identified as:

Docket No.	Application/ Patent No.	Filing/Issue Date	Status
50079-002002	6,153,211	November 28, 2000	Issued
50079-002AU2	AU 748756	June 13, 2002	Issued
50079-002GE2	GE P2707	July 17, 2002	Issued
50079-002NZ2	NZ 502358	March 3, 2003	Issued
50079-002EP2	EP1019031	17-Jul-1998	Pending
50079-002CA2	CA 2,296,459	17-Jul-1998	Pending
50079-002CZ2	CZ 2000-218	17-Jul-1998	Pending
50079-002JP2	JP 2000-502755	17-Jul-1998	Pending
50079-002IL2	IL 134084	17-Jul-1998	Pending
50079-002MX2	MX 000610	17-Jul-1998	Pending
50079-002003	09/689,575	12-Oct-2000	Allowed
50079-005002	09/772,174	29-Jan-2001	Allowed
50079-005EP2	EP 01946892.5	29-Jan-2001	Pending
50079-005AU2	AU 29782/01	29-Jan-2001	Pending
50079-005BR2	BR PI0107942-5	29-Jan-2001	Pending
50079-005CA2	CA 2,383,076	29-Jan-2001	Pending
50079-005JP2	JP 2001-554391	29-Jan-2001	Pending
50079-005KR2	KR 2002-7009766	29-Jan-2001	Pending
50079-005MX2	MX 2002-007281	29-Jan-2001	Pending

This assignment is made pursuant to a Bill Of Sale, two Secured Promissory Notes and a Security Agreement dated July 28, 2003 that transfers ownership rights defined by the terms and provisions of such documents. The assignment here includes the aforementioned applications and patents, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and SHERWOOD authorizes the

Assignee to apply in all countries for patents, utility models, design registrations, and like rights of exclusion, and for inventors' certificates for said inventions and improvements; and SHERWOOD, and its legal representatives agrees, without further compensation, to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements, and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

Assignor makes no warranties and representations to Assignee. THE PATENT APPLICATIONS AND/OR PATENTS ARE ASSIGNED ON AN "AS-IS, WHERE-IS" BASIS, AND ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE PATENT APPLICATIONS AND/OR PATENTS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

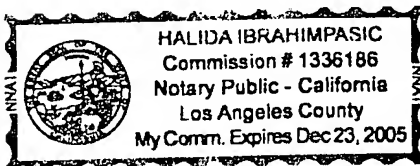
IN WITNESS WHEREOF, I hereto set my hand and seal at Los Angeles, CA,
this 26 day of August, 2003.

[Signature] L.S.
Michael A. Maidy (for SHERWOOD PARTNERS, INC., a California corporation, acting solely as assignee for the Benefit of Creditors of Pelias Technologies, Inc.)

STATE OF CALIFORNIA :

COUNTY OF Los Angeles : ss.

Before me this 26 day of August, 2003, personally appeared Michael A. Maidy known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged that she executed the same as his/her free act and deed for the purposes therein contained.



Halida Ibrahim Pasic
Notary Public

My Commission Expires: Dec. 23, 2005

[Notary's Seal Here]